

LOCAL LINE-S, S, AUSTRALIA

Arriv Honolula from S. Fran. Leave Honolulu for S. Fran. Apr. 19. May 17. June 14.

THEODOR LINE-SAN PRANCISCO, MONOLULU SAMOA, AUCKLAND AND STUDES

Apr. 26. May 24. June 21.

Fr. S. F. for Sydney. | Fr. Sydney for S. F. Az, Honolulu. Az, Honolulu. Mariposa May 4. Monowal May 4. Monowol June 1. Alameda June 1. Alameda June 26. Mariposa June 26.

FOR TOKOBANA AND HUNOAUSO.
Steamers for above ports will call at Ho coluin, on or about the following dates:
Belgic         May 11.           China         July 9.           Oceanic         August 7.           China         September 18.           Oceanic         October 16.           China         November 27.           Oceanic         December 25.
FOR EAN PRANCISCO.

Steamers for above port will call at Hor

Oceanic	
Gaelic	May 29
China Belgic	June 27
Perm	July 7
Oceanic	August 6
City of Peking	August 15.
Oceanic	
China.	

### Meteorological Record.

BY THE SOURSMENT SUBJECT, PUBLISHED EVERY MONDAY.

0.0		BAKOM.		THERMO		au I	13	0	-	
Day	April	NA FII	a p m	Min.	TIME	6 a m	midity.	Clouds	STILL S	Force.
Ved bz	12)	50,24 3 10,16 3 30,11 3 10,15 3 16 38	1,07	25 THE PERSON	田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田田	0.01 0.05 0.02 0.03 0.05 0.05	60 71 78 67 67 67 67 67 67 67 67	0.00 m	NE NE NE E	

### Unies, Sun and Moon MY C. J. LEONS.

Day	April	targe tide	dightide	large	trems spit wor	dun rises	Sun sets	sioon scis.
Mon. Tues Wed Thur	18 19	6.50 5.60	4,50	11.50 10.50 11.20	0.20	5,38	6.21	8.3 9.12 10.19 11.24
Fri Sat	Œ,	9.55	9.30 9.50 11.20	6.20	1.10 1.50 3, 0	5,35	0.27	0.24

Time Whietle blows at Ih. 28m, 34s, r.m. of Honolulu time, which is the same as 12h, 0m, 0s, of Greenwich time.

### SHIPPING INTELLIGENCE.

### ARRIVAL».

MONDAY, April 10. Haw bl: Andrew Welch, Drew, 4635 days from Iquiqui, Chili. Be sch Norma, Macquarrie, 62 days from

TUESDAY, April 11.

Br S S Gaelle, from San Francisco. Am bla Hilo, LeBallister, 13 days from San Francisco.
Stor Pele, Peterson, from Makaweli, Stor W G Hall, Simerson, from Ma

Schr Kulamann from Hamakua.

THURSDAY, April 13. Stmr James Makee, Hagland, from

Haw schr Libolibo, Berry, from Laysan H M S Hyacinth, May, 121/2 days from Esquimalt.

FRIDAY, April 14. Stmr J A Cummuns, Neilson, from Koo

Stmr Kaala, Gahan, from Kabuku. Stmr Mokolii, McGregor, from Moloka; nd Langi. Stmr Waimanalo, Dudoit, from Molokal, Schr Mary E Foster from Kauai. Au schr Puritan, Peterson, 59 days from Newcastle.

SATURDAY, April 15. Simr Kilauca Hou, Fitzgerald, from Ha-Stmr Kinau, Clarke, from Maui and Ha-Stmr Kasla, Gahan, from circuit of

Star Iwalani, Freeman, from Kauai. Star C E Bishop, Le Claire, from Kauai. Schr Mary E Foster from Kauai.

SUNDAY, April 16. Stner Mikahala, Chaney, from Kaum. Stner Claudine, Davies, from Maui. Schr Kaulkeaouli from Kohala.

## DEPARTURES.

MONDAY, April 10. Stmr J A Cummins, Neilson, for Koolau. Stmr Kinau, Clarke, for Maui and Ha-Stmr James Makee, Haglund, for Ka-

paa,
Stmr C R Bishop, Le Claire, for Hana-manu, Kilanea and Hanalel,
Stmr Iwalani, Freeman, for Makaweli,
Stmr Waimanalo, Dudoit, for Molokai,
Stmr Mokolii, McGregor, for Molokai,

TUESDAY, April 11. Br S S Gaelle, for Hongkong and Yokobama. Stmr Kaala, Gahan, circuit of Oahu. Stmr Waialeale, Smythe, for Hamakua.

Stmr Ciandine, Davies, for Maui, Stmr Mikahala, Chaney, for Kanai, Schr Mahimahi for Wajanze. Schr Kawaiiani for Koolan. Schr Mile Morris for Koolan.

WEGNESDAY, April 12. Am bkt Irmgard, Schmidt, for San Fran-

Schr Ka Moi for Hamakua. THURSDAY, April 13.

Am bkt Mary Winkelman, Niessen, for Stmr James Makee, Haglund, for Kapaa Stmr J A Cummins, Neilson, for Koolau. Stmr Pele, Smythe, for Makaweli, Kauai. Schr Kulamanu for Hamakua.

FRIDAY, April 14. Stmr W G Hall, Simerson, for Maul and

Stmr James Makee, Hagland, for Kapaa. SATURDAY, April 15.

Schr Liholiho, Berry, for Hanamaulu.

### VESSELS IN PORT. (This list does not include coasters

NAVAL VESSELS. U.S. S. Boston, Day, Hilo. U.S. F. S. Mohican, Ludlow, San Francisco. H. M. S. Hyacinth, May, Esquimalt, H. I. J. M. S. Naniwa, Togo, Yokohama,

MERCHANTMEN.

Am schr Robert Lewers, Goodman, S. F.
Am Mis bkt Morning Star, Garland, Kusaie.
Am bk Sonoma, Anderson, San Fran,
Am schr Alice Cooke, Penhallow, Newcastle
Haw bk Manna Ala, Smith, San Francisco.
Am bkt Planter, Dow, San Francisco.
Am schr Olga, Ipsen, Newcastle,
Haw bk Andrew Welch, Drew, Iquiqui, Ch.
Br sch Norma, Macquarrie, Yokohama,
Am bkt Hilo, LeBallister, San Francisco.
Am schr Puritan, Peterson, Newcastle,

POREIGN VESSELS EXPECTED.

	Konstille	Dere trong	
S)	Ger bk G N Wilcox .		
A	Am schr Lyman D F		
	Am bkt Wm R Hum		
	Bk Amy Turner		
-1	Am bkt Amelia	Pt Towns'd	Apr 20
-1	Br S S Belgic	SF(China	). May 11
-1	Am bk Alden Besse	. S.F (Kah)	Mar. 30
- 1	Br sh Greta	Newc'stle./	Apr 10-20
d	Am schr King Cyrns	Newc'stle_1	Apr 25-30
1	Br S S Oceanib	S.F (China	May II
1	Am bkt S G Wilder	San Fran	. Apr 15
1	Haw bk Leahi	SF (Kah)	Apr 13
1	Am bgt Consuelo	8 F (Kah)	Apr 17
э	Am bkt W H Dimone		
1	Am bk C D Bryant	. S F.	Apr 25
1	Am bgt J D Spreckels		
1	Am schr Anna		
1		- C - (trum)	72277

### PASSENGERS

From San Francisco, per bkt Hilo, April 11—Mrs D B P Penhallow and family. From Iquiqui, Chili, per bark Andrew Welch, April 10—Capt Wm Newhall.

Weich, April 10—Capt Win Newhall.
From Hawaii and Maui, per simr W G
Hall, April 11—Volcano: C H Hill and
wife, P C Jones and wife, Way ports:
Peter i.ee, J A Magoon, A Lindsay, J
Morse and wife, Miss C Faria, J D Paris,
W Heine, F Kohler, J Makainat, W Pua,
Masters Jones (2), Keliihanaiho, Miss
Becky and 40 on deck.

From Kauai, per stmr James Makee April 13-W J Lowrie and 3 on deck. April 13—W J Lowrie and 3 on decs.
From Hawaii and Maui, per stmr Kinau,
April 15—From Volcano: 6 Kurst, Max
Kuffman, J B Kendall, W W Naughton,
W H Cole, E J Grane and wife. For way
ports: P Peck, E Weight, J E Ray, E R
Hendry, W H Stone, J Wilson and wife, A
Moore and wife, Mrs F L Leslie, R S Yegi,
J B Atherton, W B Castle, J O Carter, J
Crowder, J C Crowder, C L Wight, Miss
Like Wilder and 49 deck.

Lita Wilder, and 42 deck. From Kauai, per Mikahala, April 16—G N Wilcox, W H Rice, Master Arthur Rice, H P Baldwin, W Blaisdell, Maile Keawe, Mrs Josiah Keawe, Master Whitney, W Berlowiz, E W Holdsworth, wife and child, K Ogura, George Mundon, Rev J Kanoho, W A Kiha, and 36 deck.

From Waimea, per Iwalani, April 15— E M Walsh, C B Hofgaard and wife, Mrs J E Ward, C W Ensign, and 5 deck.

From Maui, per star Claudine, April 16

—G P Wilder, W E Rowell, J W Davidson,
Mrs S N Kaai, Miss E Davidson, R Lambert and wife, O T Shipman, C H Gibson,
W C Parke, Col MacArthur and wife, Max
Kauffman, Hop Yuen, Y Amoy, L Akana,
and 30 deck

From Kauai, per stmr C R Bishop, April 15—E J G Bryant, wife and child, S N Hundley, Norman Hulbert, Miss Mata-mura, Mr Foss, and 6 deck.

For Maui and Hawaii, per stmr Kinau,
April 10—Volcano: G Kunst, M Kouffman,
J R Kindall, W W Naughton, W H Cole,
Capt Betton Sayce. Way ports: H C Austin and family, Miss Bond, W R Castle, J
B Atherton, Paul Jarrett, C H Dickey, C
B Wells, J McInerny, K W Cumming, L
Holden, G L Edwards, Dr R A Moore, Mrs
Collins, Miss Welsh, C E Kluegel, Mrs H
A Luscomb and servant, C H Faire, T R
Keyworth and about 50 on deck. Keyworth and about 50 on deck.

For Kanai, per stmr Iwalani, April 10-D D Baldwin, Miss Sorrenson.

For Yokohama and Hongkong, per Br. S S Gaelic, April 11—Miss E R Schaeffer, Miss M F Potter, Dr Kobayashi and 168 Chinese and 131 Japanese steerage passen-

11—Miss Juliet Smith and friend, Miss Andrews A H Smith, J K Farley, Rev A V Soares, Rev O P Emerson, W L W Whitney, Misses Baldwin (2), A M Sproull, C von Hamm, E W Holdsworth, W B Blaisdell, Capt J Ross, Theo Wolffe, Chi Wo and about 40 on deck.

For Maui, per stmr Ciaudine, April 11— B D Baldwin and bride, C M V Forster, Sister Bonaventura, Mrs Crook, W C Parke, B D Walbridge, Mr Dunlap, W J Anderson, Col MacArthur and wife, J O Carter, W H Cornwell, Capt J Dudoit and 37 on deck.

For San Francisco, per bittne Irmgard, April 12—C Isenberg and son, Misses Is-enberg (6), M Rose, wife and child.

For San Francisco, per bktne Mary Win-kelman, April 13-Miss L Hensen, J Willcock, wife and 4 children (stowaways from s s Alameda, G Thompson and W God

For Hawaii and Maui, per stmr W G Hall, April 13—Volcano: C H Hulbert and wife, J H Durkee and wife, Peter Lee, Way ports: G K Wilder, Mr Savidge, H C Carter, L. K. Lane, D. Crozier, J. D. Paris, J. H. Coney, J. Makainai and 36 on deck.

For Kapaa, per stmr James Makee, April 13—W.E. H. Deverill.

For San Francisco, per bktne Irmgard, April 12—C Brower & Co. 6080 bags sugar; Castle & Cooke, 8643 bags sugar; F A Schae-fer & Co. 4100 bags sugar. Total: 18,883 bags (2,341,311 lbs), sugar; domestic value,

For San Francisco, per bitne Mary Win-kelman, April 13—W G Irwin & Co. 11,390 bags sugar; J T Waterhouse. 2291 bags sugar; M S Grinbaum & Co. 940 bags rice. Total: 13,631 bags (1,707,555 lbs), sugar; domestic value, \$61,076,55.

## MARRIED.

BALDWIN-VOSS-In Honolulu April 11. 1893, at the residence of A. Ehlers, by the Rev. Dr. Beckwith, Mr. B. D. Bald-win, of Hallanni, Maul, to Miss Louise Th. Vost of Honolada. Th. Voss, of Honolulu.

LONGA-PRATT-In this city, Tuesday, April 11, 1893, by Rev, H. H. Parker, Jesse J. Longa to Annie E. Pratt. Brooklyn, N. Y., and Oakland, Cal., papers please copy.

## DIED.

BLACKBURN-In this city, April 10, 1893. Mrs. Anna Blackburn, aged 83, for a number of years a resident of this city. FISHER- of Liliha, Honolulu, April 15, 1893, John, eldest son of Mrs. Jacob Fisher, aced 13 years.

HOLT-At Bonolulu, April 16, 1893, the widow of the tate J. D. Holt, aged about 60 years.

The American bark Amy Turner from New York to Honolulu was spoken on February 24th, in 3 N., 27 W. She has a full cargo of merchandise, and is consigned to off the mortgage, and the deed from defendant to Fanny Young, cov-

In the Supreme Court of the Hawaiian Islands.

MARCH TERM, 1893.

TALULA L. HAYSELDEN VS. WAHI-NEAEA (W.)

EJECTMENT.

BEFORE JUDD, C. J., BICKERTON AND FREAR, JJ.

A devise of land by will was uncertain as to which of two lots, Nos. 2 and 3, was devised to A. Defendant the pur-chaser of lot No. 2 sold it nineteen years ago describing it in the deed as the lot purchased of A, and the adjoining lot No. 3 as the property of B. Defendant thereafter took possession of lot No. 3. In an action by the grantee of B to recover possession of lot No. 3 of defendant, there must be more evidence than defendant's denial that she executed the deed of lot 2 to disprove the estoppel claimed as the effect of her deed, as showing her construction of the devise. The evidence showing that the jury must have acted in giving their verdict for defendant through bias or misunderstanding, the verdict is set aside and a new trial ordered.

OPINION OF THE COURT BY BICKER-TON. J.

This case was first heard at the October term 1892, of the Supreme Court, and the jury disagreed and were discharged. The case came on again for hearing at the February term, 1893, of the First Circuit Court under the Act to reorganize the Judiciary Department, and the jury rendered a verdict for the defendant. On the 23d of February plaintiff by her attorney filed a motion for a new trial on the ground that the verdict was contrary to the weight of evidence and to the law as laid down in the charge of the Court. On the 28th of the same mouth the said motion was argued before Frear, J., the judge presiding at the trial, and the Court overruled the motion. The matter now comes here on a bill of exceptions to the ruling of the Court in having denied said motion.

The history of the case is briefly as follows: About the year 1867 one Makaioulu died leaving the property mauka of Queen street in Honolulu. marked as Lots 1, 2 and 3 on the map which was introduced in evidence. By his will he divided the property into three lots, but without stating the metes and bounds of any of them, leaving Lot 1 to his widow for life, remainder to Kalo, his daughter, Lot 2 to his brother Keana for life, re-mainder to Kekipi, wife of Keana, and Lot 3 to his daughter Kalo. There is practically no dispute as to the location of Lot 1, which is conceded to have been the makai portion, as marked on the map. But the manka kuleana, apparently intended to constitute Lots 2 and 3, now furnishes the dispute as to which is Lot 2 and which is Lot 3.

It was in evidence that the residence of Makaioulu was so situated as that the language of the will would, or at least might, indicate the Ewa side of the mauka kuleana as being that left to Keana, and to which both parties hereto now claim title. It is conceded that defendant succeeded by regular conveyances to the title of Keana, and plaintiff's claim is founded upon a division of the mauka kuleana in 1876, between defendant and Kalo, whereby defendant assumed ownership of the Waikiki part (marked 2 on the map), and Kalo assumed ownership of the Ewa portion (marked 3 on the map) and it is upon those deeds, then executed, that plaintiff chiefly relies.

Makaioulu died in 1867; his wife died soon after, and left Kalo, their daughter, a minor, who was placed under successive guardians, among whom was the defendant, her aunt. Defendant lived in the same house with the Makaioulu family, and after the deaths referred to, continued there with Kalo the minor until the house became unfit for occupation. That house was Lot 1 on the map. Kalo's title to which is not questioned. When that house became uninhabitable (defendant having in the meantime bought the Keana interest from Keana's widow), defendant took what material was useful in on the map. Defendant and Kalo got married and went to live on

Kanai. In the meantime, in 1874, defendant and Kalo executed a mortgage as co owners of the present Lots 2 and 3 (the entire mauka kuleana) to M. McInerny, wherein they assumed to be owners of the entire kuleana. There was some controversy as to the execution of this mortgage, but the facts were very fully proven by His Honor the Chief Justice, who drew the mortgage, and who identified defendant to J. H. Paty, who took her acknowledgment. The execution of this instrument was on the first trial flatly denied by defendant; but on the second trial she modified that

denial into a failure of memory. The McInerpy mortgage was soon after transferred to Kekuanaole (spparently for Fanny Young Kekelaokalani); and when it matured, Fanny Young's agent Kekuanaole went to defendant and Kalo where they were living on the land in issue and demanded payment. Defendant, in her evidence, says : "He asked us to pay what we owed, and we replied that we had no money." It was then arranged that they should make conveyance of their land in order to pay

ering the Waikiki portion (Lot 2 on left to the jury and they found for map), and the mortgage from Kalo to Fanny Young of the Ewa portion (Lot 3 on map) of the mauka kuleans, were the results of that effort to and the evidence; there must be

Fanny Young. Between that trial executed the deed was not sufficient, and the last one held, that deed has But we have the positive evidence been abstracted from the Court files that she did execute it. In the face by some person unknown, and has of the instructions given by the not been found since; a certified copy Court, and the evidence, we fail to thereof is however on file and also of the morigage from Kalo to Fanny Young, executed the same day, and which follows the deed upon the next page of the registry. Both documents were acknowledged before Thomas Brown, Registrar of Deeds. The mortgage of Kalo to Fanny Young was afterwards released, and another mortgage was given by her to Mrs. Borres, and under the last one mentioned, the foreclosure proceedings were had through which the plaintiff claims title. We may fairly start from 1874, the time when defendant and Kalo exe-

cuted the mortgage to McInerny of

Lots 2 and 3, being the manks por-tion. The record of this mortgage was notice to the world that they claimed to be the owners of these two lots. When the payment of this mortgage was demanded defendant in her evidence says, "He asked us to pay what we owed, and we replied that we had no money;" it then became necessary to raise the money. and then they certainly divided the mauka portion, Kalo giving a mortgage to Fanny Young of her portion, Lot 3, and defendant giving a deed of her portion, Lot 2, to Fanny Young; in that deed defendant recognizes the other adjoining lot as belonging to Kalo, and describes the lot she was selling as the lot conveyed to her by Kekipi; this deed was put on record, and was notice to the world that she only claimed the lot she sold, and was a declaration that of the manka portion Kalo took Lot 3, and she took Lot 2. The defendant in her evidence speaks of her visit to the Registry Office in company with Kalo to arrange some papers in connection with her land and talking with Mr. Brown the registrar; these papers must have been the mortgage from Kalo and the deed from herself; the evidence points clearly to this fact. This certainly was notice to any purchaser of lot 3, searching the records, that defendant had no claim to it, and that it was the property of Kalo. But defendant denies that she executed this deed; her evidence is not positive; but she tells many facts which of themselves might well be held to prove her execution without the aid of direct and positive evidence from any other source. But we have the positive evidence of Mr. Lazarus, a subscribing witness to the deed, who was at the date of the execution of the deed a clerk and interpreter in W. C. Jones' office where the deed was drawn, and he (Mr. Lazarus) testifies with a minuteness of detail to the execution of the deed, and to the fact of his having got into a quarrel with Mr. Jones his employer, because of having told her at the time of reading and interpreting the deed to her before signature, that she was being taken in and was selling too

cheaply. To have found the verdict that the jury did, they must have found that the defendant did not execute that deed. We are of opinion that such a finding cannot be sustained in the face of the evidence adduced in the case. There is not a shadow of doubt that there was a joint mortgage from defendant and Kalo, and that it was lifted by another mortgage from Kalo of part of the land and a deed from defendant of the other part. This fact in itself under the circumstances, is in our opinion almost conclusive. Defendant says herself they had not the money to pay the mortgage; the first mortgage was released, it certainly was not released without a settlement being had of the amount due. The evi dence points beyond a doubt to the fact that the settlement was made in the way above stated.

The Court charged the jury that the will of Makaioulu being uncertain as to the way the mauka portion was to be divided, then it is to be the old house, and with other and construed in the way in which the newer material built a house mauka parties who are interested themselves of the old one on the lot marked 3 and those under whom they claim construed it. The evidence is clear (then still a minor) went to live in as to how defendant and Kalo conthe newer house, and there continued strued it, defendant selling her share till Kalo came of age, and still later by metes and bounds and Kalo mortgaging hers.
The Court further charged, "I in-

struct you as a matter of law that after a lapse of time, after a long time, and if the parties have acted as if the deed were a deed executed by the defendant, then her mere testimony that she did not execute it is not sufficient. There should be some thing more. If you find that the deed was executed a long time ago, as you must, and if you further find that she assented to it and that possession has been in accordance with it, then her mere testimony as a matter of law is not sufficient to show that she did not execute it; that has been decided by our Supreme Court.' Kamalu vs. Lovell, 5th Haw., p. 62 Further on the Court says, "If you find that she did execute that deed she is presumed to know the contents of it; she cannot come in here and say that there was a mistake or that there was fraud." Further, "The acts of the defendant and those under whom she claims would estop her from saying anything contrary to what her acts bave shown."

No exception was taken to any part of the charge; it was the law of the case as given by the Court. De fendant's counsel contends, and it is defendant to Fanny Young, cov- his only contention, that the fact was

pay off the McInerny mortgage.

At the first trial of the case the plaintiff offered in evidence and filed case was clear and positive that the original deed from defendant to the mere denial of defendant that she see how the jury could find for the defendant. In Bishop vs. Kala, 7th Haw. p. 591, the Court says: "If it appears clearly to the Court that the verdict is so manifestly against evi dence as to induce the conviction that a mistake has been made or that injustice has been done, or when it appears that the verdict is clearly, palpably, decidedly and strongly against the evidence, or is manifestly the result of bias or of misunder standing on the part of the jury, the verdict will be set aside."

In the case at bar we are of the opinion that the verdict is of this nature and ought to be set aside and a new trial ordered. And it is so done accordingly, and the exceptions are sustained.

C. W. Ashford for plaintiff; J. Nawahi for defendant. Honolulu, April 12, 1893.

The banana seeds only in one small spot on the earth-the Andaman Islands. Everywhere else the banana plant must be raised from suckers.

Horsford's Acid Phosphate. Beware of Imitation.

Legal Advertisements.

IN THE CIRCUIT COURT
First Circuit of the Hawaiian Islands. In
the matter of the Bankruptey of M. F. SCOTF
of Kailua, Kona, Hawaii,
Order on Petition of Bankrupt for discharge.
Upon reading and aling the petition of said
M. F. Scott, alleging that more than six months
have elapsed since he was adjudicated a bankrupt, and praying for a discharge from all his
debts.

It is ordered, that WEDNESDAY, the 5d day It is ordered, that WEDNESDAY, the 5d day of May, 1835, in Alitolani Hale, Honoiulu, at 10 A. M. of that day, at Chambers, be, and the same is hereby appointed for the hearing of said petition, at which time and place all creditors who have proved their claims against said bankrupt may appear and show cause, if any they have, why the prayer of said bankrupt should not be granted.

By the Covery

By the Court: GEORGE LUCAS Deputy Clerk. 1475-3

Dated April 13, 1893, IN THE CIRCUIT COURT
First Circuit of the Hawalian Islands, In
the matter of the Bankruptcy of T. AON of Wal-

name of the bankraptey of 1. AUS of wallake, Mani.

Order on Petition of Bankrapt for discharge.

Upon reading and filing the petition of T. Aon
of Wailuku, Mani. alleging that more than six
months have clapsed since he was adjudicated a
bankrapt, and praying for a discharge from all
bit debts.

his debts.

It is ordered, that TUESDAY, the 18th day of APRIL A. D. 1893, in Alilolani Hale, Honolulu, at 10 A. M. of that day, at Chambers, be, and the same is hereby appointed for the hearing of said petition, at which time and place all creditors who have proved their claims against said bankrupt may appear and show cause. If any they have, why the prayer of said bankrupt should not be granted.

e granted.
By the Court: HENRY SMITH, Dated April 3, 1891.

CIRCUIT COURT OF THE First Circuit, Hawaiian Islands. In Probate. In the matter of the Estate of C. N. SPENCER,

In the matter of the Estate of C. N. SPENCER, of Honolulu, Oahn, deceased.

A document, purporting to be the last will and testament of said deceased, having on the 28th day of March, 1896, been presented to said Probate Court, and a petition for the Probate thereof, and for the issuance of Letters Testamentary to Annie Elizabeth Spencer having been illed by her.

is hereby ordered, that WEDNESDAY On 3d day MAY, 1893, at 10 o'clock, A. M., of said day, at the Court Room of said Court, at Hono-lulu, in Alliolani Hale, be, and the same is hereby appointed the time for proving said will and hearing said application, when and where any person interested may appear and contest the said will, and the granting of Letters Testamen.

Dated Honoluin, March 28, 1893. By the Court: GEORGE LUCAS.
Deputy Clerk.

Administrator's Notice. THE UNDERSIGNED HAV-Ing been duly appointed Administrator of
the Estate of CATHERINE BONNAR of Honoluin. Oaku, deceased; notice is hereby given to
all persons having claims against the said estate
are hereby notified that they most present the
same, duly verified within six months from the
date hereof or they will be forever barred.

A. B. LINDSAY,
Administrator Estate of Catherine Bonnar,
Homokula, April 12, 1893.

1475-3\*

## MEETING NOTICE.

A MEETING OF THE MAUI ANNEXATION CLUB will be held at the Wallaku Court House, on Saturday, April 21d, at 7 o'clock P. M. All in sympathy with the canse are cordially invited.

Administrator's Notice.

LL CLAIMS AGAINST THE A Estate of the late KEKAHA (k) deceased, of Waiehn, Wailaku, Mani, H. I., must be presented properly sworn to before a Notary Public, to the undersigned who has been duly appointed administrator of said estate within six months or they will be forever barred; all debts owing to said estate must be paid on or before said expiration of six months.

W. H. DANIELS,
Administrator of the Estate of Kekaha, deceased.

Walluku, Maui, October 25, 1802. 1451-6m.

# Canadian Pacific Railw's

THE PANOUS TOURIST ROUTS OF THE WORLD

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For Tickets and General Information.

THEO. H. DAVIES & CO.,

Agents Canadian Pacific Bailway for 1y Hawatian Islands.

Business Cards.

# WILDER'S STEAMSHIP CO.'S



TIME TABLE

CLARKE, Commander,

Will leave Honolulu at 2 o'clock P. M. touching at Lahaina, Maslaes Bay and Makena the same day; Mahukona, Kawaihae and Laupahoehoe the following day, arriving at Hilo at midnight.

TRAVES HONOTELL

CENTARY HONOLULU
Tuesday, Dec. 13 Friday 23
Auesday Jan. 3
Friday 4 19
Tuesday
Tuesday
Tuesday Mar. 7
Friday " 17
Returning leaves Hilo, touching at Lan- pahoehoe same day; Kawaihae a. m., Mahu- kona 10 a. m.; Makena' 4 p. m.; Maalaea Bay 6 p. m.; Lahaina 8 p. m. the following day, arriving at Honolulu 6 a.m. Wednesdays and Saturdays.

Saturdays.

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No Freight will be received after 12 noon of day of sailing.

## STMR. CLAUDINE, DAVIES, Commander,

Will leave Honolulu every Tuesday at 5 o'clock P. M., touching at Kahului, Huelo, Hana, Hamoa and Kipabulo, Mani, and Paaubau, Hawaii. Returning will arrive at Honolulu every Sunday morning.

28 No Freight will be received after 4 P. M. on day of sailing.

Consignees must be at the landings to receive their freight, as we will not hold ourselves responsible after such freight has been landed. While the Company will use due diligence in handling live stock, we decline to assume any responsibility in case of the loss of same, and will not be responsible for money or jewelry unless placed in the care of Pursers.

W. C. WILDER, President, S. B. ROSE, Secretary. Capt. J. A. KING, Port Supt.

# MORTGAGEE'S Notice of Foreclosure

PURSUANT T : A POWER OF SALE contained in a mortgage given by the Kawailon Ranch Company, a corporation, to The Western and Hawaiian Investment Company, Limited, a corpora-tion, dated June 27th, 1885, of record in the Hawaiian Registrar of Deeds, in Liber 95, folios 212 and 215, given to secure the payment of \$20,000, according to the tenor of four promissory notes for \$5,000 each of even date with said mortgage, executed by said mortgagor, and payable to the order of said mortgagee. together with interest, at the rate of 81 per cent, per annum, the undersigned gives notice that it intends to foreclose said mortgage for condition broken, towit: non payment of said notes when due, and will sell all of the property described in said mortgage or so much of the same as can be found, at the auction rooms of J. F. Morgan, in Honolulu, on MONDAY, the 1st day of May, 1893, at 12 o'clock noon.

The property named in said mortgage

comprises the Kawailoa Ranch, Waialua, Oahu, held under various leases, that from the Trustees of the Estate of Bernice P. Bishop, being for the term of 25 years from October 1, 1883, and also all of the Live Stock and Chattels on said premises, the same comprising 2,204 head of Cattle including calves and 152 Horses and Mules according to the last drive, and a large number of Cattle in the mountains estimated at 2,000 head, Household Fur-niture, Buildings and Fences, 13 Swine, a lot of Poultry, Dairy Utensils, 1 Stude baker Wagon, 1 Buckboard and Top, 1 Brewster Buggy, 1 Brake, 1 Dump Cart, 1 Ox Cart, 1 Butcher Wagon, and a lot of Agricultural Tools, Harnesses, Saddles,

Terms Cash, U. S. Gold Coin. Deeds at the expense of pur-THE WESTERN AND HAWAIIAN INVESTMENT COMPANY.

3346-4t 1474-3t

By W. W. HALL,

NEAR CUSTOM HOUSE, HONOLULU.

Imported and Dealer in Japanese Provisions, Dry Goods.

AND EVERY LINE OF JAPANESE MANUFACTURE,

Es Island orders faithfully filled at reasonble prices, in quantities to suit. P. O. BOX 116. . MUT. TEL. 592.

1475-8m.

Tourists and others visiting Hilo can find the DAILY ADVERTISER and HAWAIIAN GAZETTE (weekly) on sale at the store of J. A. Martin, Waianuenue street.